

**Memorandum of Understanding**  
**Between**  
**The DHSS Division of Services for Aging and Adults with Physical**  
**Disabilities**  
**And**  
**The DHSS Division of Developmental Disabilities Services**

**Introduction**

This Memorandum of Understanding (MOU) is entered into between the Department of Health and Social Services (DHSS), Division of Aging and Adults with Physical Disabilities (DSAAPD) and Division of Developmental Disabilities Services (DDDS) to establish a procedure for assessing clients with brain injuries who are potentially eligible for services from DDDS and the Acquired Brain Injury Medicaid Waiver that is administered by DSAAPD.

**Agreement**

DSAAPD and DDDS acknowledge that some people, over the age of 18, with an acquired brain injury may be eligible for enrollment in programs and/or waivers administered by either agency. The following three protocols will be followed in the assessment and communication of waiver/program options to clients, family members and caregivers:

1. DSAAPD staff is to notify DDDS staff immediately if, based on an initial screening by DSAAPD, it appears that an individual may be eligible for DDDS services. After receiving notification, DDDS clinical staff will assess the client to determine if they meet mental retardation criteria necessary to be medically eligible for DDDS programs/waivers.
2. In the event that DDDS receives the initial client referral, DDDS staff will follow the same process utilized by DSAAPD staff. DSAAPD's clinical staff will use the DSAAPD Waiver programs' screening criteria to determine if the client meets the medical eligibility for DSAAPD programs/waivers.
3. In the event a DDDS waiver/ client with a diagnosed ABI reaches the age of 18(or 22) and the DDDS clinical staff believe the client may be better served in a DSAAPD waiver/program they will notify DSAAPD staff prior to the client's 18<sup>th</sup> (or 22<sup>nd</sup>) birthday. DDDS and DSAAPD clinical staff will jointly complete an assessment to determine which program options are best for the client. All options will be presented jointly to the client, family members or caregivers.

In accordance with CMS guidelines the final choice for waiver program enrollment will reside with the client, family, and or caregiver. In the event that a client chooses to receive services through both Divisions' programs DSAAPD and DDDS staff (or contracted case managers) will coordinate in the development, updating and coordination of the client's care plan.

**Terms of the MOU**

This MOU will be effective 12/1/2007. The MOU shall continue indefinitely unless it is terminated by either DSAAPD or DDDS upon 30 days written notice. Any modification to the agreement must be signed by all parties.

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Guy Perrotti, Director DSAAPD      Date

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Marianne Smith, Director DDDS      Date